

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANTS:	Grasso et al.		
PATENT NUMBER:	6,777,388	ISSUE DATE:	August 17, 2004
SERIAL NUMBER:	09/377,081	EXAMINER:	Saoud
FILING DATE:	August 19, 1999	ART UNIT:	1647
FOR:	LEPTIN-RELATED PEPTIDES		

July 7, 2010
Boston, Massachusetts

Mail Stop Petitions
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

REQUEST UNDER 37 C.F.R. § 3.81(b)

Pursuant to 37 C.F.R. § 3.81(b) and M.P.E.P. § 1481.01, Applicants hereby submit this request to correct the assignment data submitted on the PTOL-85B.

The instant application was filed on August 19, 1999 and claims priority to provisional patent application number 60/097,457, filed August 21, 1998. The application was assigned to Albany Medical College ("AMC") in an assignment recorded at Reel 010399 and Frame 0370 on November 19, 1999. A copy of the Notice of Recordation of Assignment Document is attached to this statement as Exhibit A, and a copy of the Assignment Document to AMC is attached as Exhibit B.

On February 10, 2003, Applicants recorded confirmatory Assignments covering this case from each of the inventors to AMC. These Assignments were recorded on February 10, 2003 at Reel 013744 and Frame 0724. Copies of these Assignments and the Notice of Recordation of Assignment Document are attached herein as Exhibits C and D, respectively.

On February 10, 2003, Applicants also recorded a License Agreement between AMC and Ordway Research Institute, Inc. ("ORI"). This License Agreement was recorded at Reel 013744 and Frame 0706 on February 10, 2003. Copies of this License Agreement and the Notice of

Recordation of Assignment Document are attached herein as Exhibits E and F, respectively. Applicants note that this License Agreement was incorrectly identified as an assignment of the assignor's interest on the Notice of Recordation received from the United States Patent and Trademark Office. The purported assignor on this document was AMC and the purported assignee was ORI. However, no actual ownership rights were conveyed by this document.

Finally, on February 10, 2003, Applicants also recorded a License and Assignment Agreement between ORI and CLF Medical Technology Acceleration Program, Inc. ("CLF MTAP"). This License and Assignment Agreement was recorded at Reel 013744 and Frame 0711 on February 10, 2003. Copies of this License and Assignment Agreement and the Notice of Recordation of Assignment Document are attached herein as Exhibits G and H, respectively. Applicants note that this License and Assignment Agreement was identified as a license and assignment agreement on the Notice of Recordation received from the United States Patent and Trademark Office. The purported assignor on this document was ORI and the purported assignee was CLF MTAP. However, no actual ownership rights were conveyed by this document.

Applicants note the License Agreement from AMC to ORI did not transfer any ownership interest in this case. Rather, the owner of this case is AMC, the assignee of the invention from the inventors. Nevertheless, the PTOL-85B erroneously and inadvertently listed CLF MTAP as the assignee of the invention, and this information was printed on the face of the above-referenced patent, which issued on August 17, 2004.

In accordance with 37 C.F.R. § 3.81(b) and MPEP § 1481.01:

A. Applicants state that the assignment from the inventors to AMC was submitted for recordation as set forth in 37 C.F.R. § 3.11 before issuance of the patent;

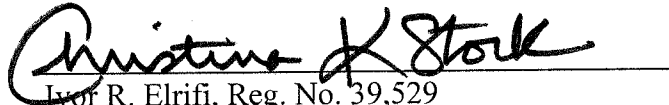
B. On March 11, 2009, Applicants submitted a Request for a Certificate of Correction under 37 C.F.R. § 1.323 along with authorization to charge any fees that may be due (such as the fee set forth in 37 C.F.R. § 1.20 (a)) to Deposit Account No. 50-0311 (courtesy copy enclosed as Exhibit I); and

C. Applicants submit herewith the processing fee set forth in 37 C.F.R. § 1.17(i)

Accordingly, Applicants request that the above-referenced US Patent be corrected to reflect the name of the assignee, Albany Medical College.

Applicants believe that no additional fees are due in connection with this submission. However, the Commissioner is hereby authorized to charge any deficiencies, or credit any overpayment of the same, to Deposit Account No. 50-0311 (Reference 29708-501). The Commissioner is invited to contact the undersigned by collect telephone call if there are any questions concerning this request.

Respectfully submitted,

A handwritten signature in black ink, reading "Christina K. Stock", is written over a horizontal line.

Ivor R. Elrifi, Reg. No. 39,529

Christina K. Stock, Reg. No. 45,899

Attorneys for Applicants

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY
and POPEO, P.C.

Address all written correspondence to

Customer no.: 30623

Tel: (617) 542-6000

Fax: (617) 542-2241

Exhibit A



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

FEBRUARY 24, 2000

PTAS

MINTZ, LEVIN, COHN, ET AL.
IVOR R. ELRIFI
ONE FINANCIAL CENTER
BOSTON, MA 02111



101211446A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/19/1999

REEL/FRAME: 010399/0370
NUMBER OF PAGES: 4

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GRASSO, PATRICIA

DOC DATE: 11/09/1999

ASSIGNOR:

LEE, DANIEL W.

DOC DATE: 11/18/1999

ASSIGNOR:

LEMUNG, MATTHEW C.

DOC DATE: 11/18/1999

ASSIGNEE:

ALBANY MEDICAL COLLEGE
RESEARCH ADMINISTRATION
47 NEW SCOTLAND AVENUE (MC-1)
ALBANY, NEW YORK 12208

SERIAL NUMBER: 09377081 19705-001
PATENT NUMBER:

FILING DATE: 08/19/1999
ISSUE DATE:

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<input checked="" type="checkbox"/> Data Entry	TR
<input type="checkbox"/> Docket Entry	
<input type="checkbox"/> Docket Cross Off	
<input type="checkbox"/> Previously Entered	
<input type="checkbox"/> No Docketing Req	
<input type="checkbox"/> On Copies	
<input type="checkbox"/> Amended	

RECEIVED

MAR 02 2000

MINTZ LEVIN, BOSTON
BOSTON DOCKET DEPT.

010399/0370 PAGE 2

MAYA BENNETT, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Exhibit B

Express Mail Label No.: EJ695371544US
Date of Deposit: 11/19/99

Attorney Docket No.: AMC-1
(19705-001)

ASSIGNMENT OF INVENTION

We, **Patricia Grasso, Daniel W. Lee, and Matthew C. Leinung**, the undersigned, have made the inventions and discoveries disclosed in an application for Letters Patent in the United States, entitled:

LEPTIN-RELATED PEPTIDES

for which an application was filed on August 19, 1999, U.S. Serial Number 09/377,081, Attorney Docket No. AMC-1 (19705-001)

We, the undersigned, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby have assigned, sold and transferred to and do hereby sell, assign and transfer to **Albany Medical College**, whose address is 47 New Scotland Avenue, Albany, NY 12208-3479, and its successors and assigns, all hereinafter referred to as the ASSIGNEE: (1) the entire right, title and interest in the United States and in all countries throughout the world in and to said inventions, discoveries and application, including any renewals, revivals, reissues, reexaminations, extensions, continuations and divisions thereof and any substitute applications therefor; (2) the full and complete right to file patent applications in the name of the ASSIGNEE, its designee, or in my/our names at the ASSIGNEE, or its designee's election, on the aforesaid inventions, discoveries and applications in all countries of the world; (3) the entire right, title and interest in and to any Letters Patent which may issue thereon in the United States or in any country, and any renewals, revivals, reissues, reexaminations and extensions thereof, and any patents of confirmation, registration and importation of the same; and (4) the entire right, title and interest in all Convention and Treaty Rights of all kinds thereon, including without limitation all rights of priority in any country of the world, in and to the above inventions, discoveries and applications.

We hereby authorize and request the competent authorities to grant and to issue any and all such Letters Patent in the United States and throughout the world to the ASSIGNEE of the entire right, title and interest therein, as fully and entirely as the same would have been held and enjoyed by me/us had this assignment, sale and transfer not been made.

We agree, at any time, upon the request of the ASSIGNEE, to execute and to deliver to the ASSIGNEE any additional applications for patents for said inventions and discoveries, or any part or parts thereof, and any applications for patents of confirmation, registration and importation based on any Letters Patent issuing on said inventions, discoveries, or applications and divisions, continuations, renewals, revivals, reissues, reexaminations and extensions thereof.

We further agree at any time to execute and to deliver upon request of the ASSIGNEE such additional documents, if any, as are necessary or desirable to secure patent protection on said inventions, discoveries and applications throughout all countries of the world, and otherwise to do the necessary to give full effect to and to perfect the rights of the ASSIGNEE under this

Applicants: Grasso, *et al.*
U.S.S.N. 09/377,081

Assignment, including the execution, delivery and procurement of any and all further documents evidencing this assignment, transfer and sale as may be necessary or desirable.

I hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

I further covenant that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said invention and said Letters Patent and legal equivalents as may be known and accessible to ASSIGNOR and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

Patricia Grasso
Signature of Patricia Grasso

Nov. 9, 1999
Date

IN WITNESS WHEREOF, I have hereunto set hand and seal

Toni M. Calorino
Signature of Notary Public

TONI M. CALORDINO
Notary Public, State of New York
Qualified in Albany Co. No. 4964340
Commission Expires April 02, 20 00

this 9th day of November, 1999.
Date of signing

DW
Signature of Daniel W. Lee

11/18/99
Date

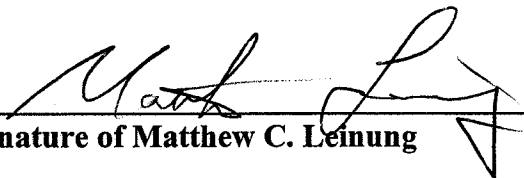
IN WITNESS WHEREOF, I have hereunto set hand and seal

Toni M. Calorino
Signature of Notary Public

this 18th day of November 1999.
Date of signing

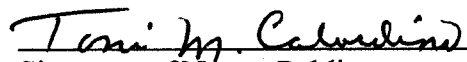
TONI M. CALORDINO
Notary Public, State of New York
Qualified in Albany Co. No. 4964340
Commission Expires April 02, 20 00

Applicants: Grasso, *et al.*
• U.S.S.N. 09/377,081


Signature of Matthew C. Leinung

11/18/99
Date

IN WITNESS WHEREOF, I have hereunto set hand and seal


Signature of Notary Public

this 18th day of November 1999
Date of signing

TONI M. CALORDINO
Notary Public, State of New York
Qualified in Albany Co. No. 4964340
Commission Expires April 02, 20 00

Exhibit C

Leptin related peptides (Dr. Grasso)

PATENT ASSIGNMENT

WHEREAS, **Patricia Grasso, Ph.D.**, ("Assignor"), is the sole and exclusive owner of all right, title and interest in and to the Patents and Patent Applications set forth on Schedule A, attached hereto; and

WHEREAS, **Albany Medical College**, a not-for-profit corporation having a principal business address at 47 New Scotland Avenue, Albany, New York ("Assignee"), wishes to acquire the entire right, title and interest in and to said Patents and Patent Applications.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed and by these presents does hereby sell, assign, transfer and convey, unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Patents and Patent Applications as set forth and described in Schedule A. The Patents and Patent Applications in Schedule A include pending and abandoned applications and all divisions, continuations, continuations-in-part and renewals thereof, and all Patents which may be granted thereon and all reissues, re-examinations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for an invention described in any of the foregoing applications, including pending and abandoned applications, in any country or countries of the world, together with the right to file such applications and the right to claim for the same the priority rights derived from said applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries of the world and all extensions, renewals and reissues thereof; together with all claims for damages by reason of past infringement, with the right to sue for, and collect the same for the use of Assignee, its successors and assigns.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as noted above, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees hereafter to execute all applications, amended specifications, deed or other instrument, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to Assignee, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee, its successors and assigns, the legal title to all such patents.

This assignment is effective as of this 10th day of August, 2002.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by a duly authorized officer.

Patricia Grasso, Ph.D., Assignor

By: Patricia Grasso
Name:
Title:

Witnesses:

Signature:

Eliza J. McKinney
Name

Signature:

Leptin related peptides (Dr. Grasso)

SCHEDULE A

Country	Title	Named Inventor(s)	Application Number	Patent No.	Filing Date	Issue Date
US	Leptin-Related Peptides	Grasso	09/377,081	pending	8/19/99	--
AU	Leptin-Related Peptides	Grasso	55759/99	pending	8/20/99	--
CA	Leptin-Related Peptides	Grasso	2340470	pending	8/20/99	--
EP	Leptin-Related Peptides	Grasso	999423263.5	pending	8/20/99	--
PCT	Leptin-Related Peptides	Grasso	PCT/US99/19021	completed	8/20/99	--
US	(D-Leu-4)-OB3 Synthetic Leptin	Grasso	60/335,758	pending	10/31/01	--

Leptin-related peptides

PATENT ASSIGNMENT

WHEREAS, **Daniel Lee, M.D.** ("Assignor"), is the sole and exclusive owner of all right, title and interest in and to the Patents and Patent Applications set forth on Schedule A, attached hereto; and

WHEREAS, **Albany Medical College**, a not-for-profit corporation having a principal business address at 47 New Scotland Avenue, Albany, New York ("Assignee"), wishes to acquire the entire right, title and interest in and to said Patents and Patent Applications.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed and by these presents does hereby sell, assign, transfer and convey, unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Patents and Patent Applications as set forth and described in Schedule A. The Patents and Patent Applications in Schedule A include pending and abandoned applications and all divisions, continuations, continuations-in-part and renewals thereof, and all Patents which may be granted thereon and all reissues, re-examinations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for an invention described in any of the foregoing applications, including pending and abandoned applications, in any country or countries of the world, together with the right to file such applications and the right to claim for the same the priority rights derived from said applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries of the world and all extensions, renewals and reissues thereof; together with all claims for damages by reason of past infringement, with the right to sue for, and collect the same for the use of Assignee, its successors and assigns.

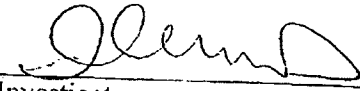
Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as noted above, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

Assignor hereby covenants and agrees that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreement in conflict herewith. Assignor agrees hereafter to execute all applications, amended specifications, deed or other instrument, and to do all acts necessary or proper to secure the grant of Letters Patent in the United States and in all other countries to Assignee, with specifications and claims in such form as shall be approved by Assignee and to vest and confirm in Assignee, its successors and assigns, the legal title to all such patents.

This assignment is effective as of this 29th day of January 2003.

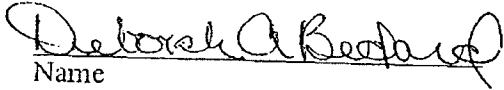
IN WITNESS WHEREOF, Assignor has caused these presents to be signed by a duly authorized officer.

Daniel Lee, M.D., Assignor

By: 
Title: Investigator

Witness:

Signature:


Name

SCHEDULE A

Country	Title	Named Inventor(s)	Application Number	Patent No.	Filing Date	Issue Date
US	Leptin-Related Peptides	Grasso	09/377,081	pending	8/19/99	--
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PCT	Leptin-Related Peptides	Grasso	PCT/US99/19021	completed	8/20/99	--
US	(D-Leu-4)-OB3 Synthetic Leptin	Grasso	60/335,758	pending	10/31/01	--

Leptin-related peptides

PATENT ASSIGNMENT

WHEREAS, **Matthew C. Leinung, M.D.** ("Assignor"), is the sole and exclusive owner of all right, title and interest in and to the Patents and Patent Applications set forth on Schedule A, attached hereto; and

WHEREAS, **Albany Medical College**, a not-for-profit corporation having a principal business address at 47 New Scotland Avenue, Albany, New York ("Assignee"), wishes to acquire the entire right, title and interest in and to said Patents and Patent Applications.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN, BE IT KNOWN, that for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor has sold, assigned, transferred and conveyed and by these presents does hereby sell, assign, transfer and convey, unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Patents and Patent Applications as set forth and described in Schedule A. The Patents and Patent Applications in Schedule A include pending and abandoned applications and all divisions, continuations, continuations-in-part and renewals thereof, and all Patents which may be granted thereon and all reissues, re-examinations and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for an invention described in any of the foregoing applications, including pending and abandoned applications, in any country or countries of the world, together with the right to file such applications and the right to claim for the same the priority rights derived from said applications under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries of the world and all extensions, renewals and reissues thereof; together with all claims for damages by reason of past infringement, with the right to sue for, and collect the same for the use of Assignee, its successors and assigns.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as noted above, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

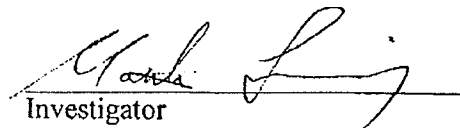
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This assignment is effective as of this 29th day of January 2003.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by a duly authorized officer.

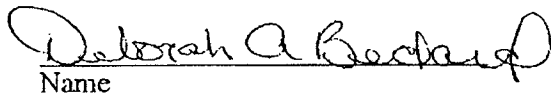
Matthew C. Leinung, M.D., Assignor

By:


Title: Investigator

Witness:

Signature:


Name

SCHEDULE A

Country	Title	Named Inventor(s)	Application Number	Patent No.	Filing Date	Issue Date
US	Leptin-Related Peptides	Grasso	09/377,081	pending	8/19/99	--
AU	Leptin-Related Peptides	Grasso	55759/99	pending	8/20/99	--
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EP	Leptin-Related Peptides	Grasso	999423263.5	pending	8/20/99	--
PCT	Leptin-Related Peptides	Grasso	PCT/US99/19021	completed	8/20/99	--
US	(D-Leu-4)-OB3 Synthetic Leptin	Grasso	60/335,758	pending	10/31/01	--

Exhibit D



F

JUNE 20, 2003

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

MINTZ, LEVIN, COHN, FERRIS
GLOVSKY AND POPEO, P.C.
IVOR R. ELRIFI, ESQ.
ONE FINANCIAL CENTER
BOSTON, MA 02111



102364986A

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 02/10/2003

REEL/FRAME: 013744/0724

NUMBER OF PAGES: 10

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

GRASSO, PATRICIA, PH.D.

DOC DATE: 08/10/2002

ASSIGNOR:

LEE, DANIEL, M.D.

DOC DATE: 01/29/2003

ASSIGNOR:

LEINUNG, MATTHEW C., M.D.

DOC DATE: 01/29/2003

ASSIGNEE:

ALBANY MEDICAL COLLEGE
47 NEW SCOTLAND AVENUE
ALBANY, NEW YORK 12208

SERIAL NUMBER: 09377081

FILING DATE: 08/19/1999

PATENT NUMBER:

ISSUE DATE:

<input checked="" type="checkbox"/> Data Entry	Done By <i>EC</i>
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<input type="checkbox"/> Docket Cross Off	
<input type="checkbox"/> Previously Entered	
<input type="checkbox"/> No Docketing Req.	
<input type="checkbox"/> ELITE	
<input type="checkbox"/> Annulities	

013744/0724 PAGE 2

SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

Exhibit E

License Agreement

Know all men by these presents, that ALBANY MEDICAL COLLEGE (hereinafter "Licensor") for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, given by ORDWAY RESEARCH INSTITUTE, INC. (hereinafter "Licensee"), does hereby grant to Licensee the following rights related to the research identified in Schedule "A" hereto (the "Research"):

1. Licensor hereby grants to Licensee the exclusive, worldwide, right and license to use, copy, modify, distribute, make, have made, use, sell, export, and sublicense its rights in and to the following intangible assets utilized in the conduct of the Research, including:

a. all records, notes, correspondence, background documentation, know-how, files and other documents (whether in paper or electronic format) in the possession of the Licensor pertaining to the Research, subject only to the rights of the individual patients to the information therein;

b. all computer programs and other software, licenses thereof and rights thereto used exclusively in connection with the Research (excluding any such programs or rights used generally by Licensor or which are restricted as to transfer); and

c. any intellectual property rights or proprietary or confidential information of the Licensor pertaining to the Research, including without limitation, patents, copyrights, trade secrets, inventions, and know-how.

The above assets shall be hereafter referred to as the "Subject IP".

This Agreement shall be perpetual from the date hereof, provided, however, that this Agreement is made in accordance with and is subject to the terms and conditions of the Memorandum of Understanding dated June 25, 2002 and executed by both Licensor and Licensee.

It is understood and agreed that the rights granted herein are subject to the rights of the U.S. Government in and to the Subject IP pursuant to any funding agreement between the U.S. Government and Licensor, or any applicable law or regulation, and also subject to any rights retained or imposed with respect to any other (non-governmental) grant or funding agreement relating to the Subject IP. Licensor has fully disclosed to Licensee its information concerning the status of the Subject IP and that Licensor has not verified that any conditions or requirements to obtain or secure patent or other rights with respect to the Subject IP have been satisfied or completed. Licensee assumes the responsibility to take any and all actions required to satisfy any such requirements or conditions to secure the rights in the Subject IP and agrees to receive the Subject IP "as is" and without any representations or warranties of any kind.

In consideration for the above grant of rights, Licensee agrees as follows: Licensor shall be entitled to compensation in the amount equal to ninety percent (90%) of the Net Revenues (as defined below) received by Licensee for each and every application of the Subject IP, which consideration shall be paid from Net Royalties which are received by Licensee. "Net Revenues" shall be defined as the gross receipts, royalties, license or sublicense fees or other payments or consideration (including any non-monetary consideration valued at its fair market value) which Licensee receives as a result of any license, sublicense, or other agreements which it enters into for the development, marketing, sale, disposition or other activities with respect thereto which generate revenues or consideration with respect to the Subject IP, less the expenses of Licensee incurred in connection with the use, research or development of the Subject IP and any intellectual property incentive payments required to be made by Licensee to researchers (which intellectual property incentive payments shall be approved by Licensor; provided, however, that such approval will not be unreasonably withheld or denied if the payments are consistent with the intellectual property incentive policy

Page 2

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On the 16th day of September, in the year 2002, before me, the undersigned, a notary public in and for said state, personally appeared Paul J. Davis, M.D., the Director of Ordway Institute, Inc., personally known to me or proved to me on the basis of satisfactory evidence, to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Catherine Colasurdo
Notary Public

CATHERINE COLASURDO
Notary Public, State Of New York
Qualified In Albany County
Reg. No. 4822176
Commission Expires June 30, 20 06

- Schedule A -

Leptin related peptides (Dr. Grasso)

Country	Title	Named Inventor(s)	Application Number	Patent No.	Filing Date
US	Leptin-Related Peptides	Grasso	09/377,081	pending	8/19/99
AU	Leptin-Related Peptides	Grasso	55759/99	pending	8/20/99
CA	Leptin-Related Peptides	Grasso	2340470	pending	8/20/99
EP	Leptin-Related Peptides	Grasso	999423263.5	pending	8/20/99
PCT	Leptin-Related Peptides	Grasso	PCT/US99/19021	completed	8/20/99
US	(D-Leu-4)-OB3 Synthetic Leptin	Grasso	60/335,758	pending	10/31/01

Exhibit F



JUNE 20, 2003

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

MINTZ, LEVIN, COHN, ET AL
IVOR R. ELRIFI, ESQUIRE
ONE FINANCIAL CENTER
BOSTON, MA 02111



102364985A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 02/10/2003

REEL/FRAME: 013744/0706
NUMBER OF PAGES: 5

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

ALBANY MEDICAL COLLEGE

DOC DATE: 09/13/2002

ASSIGNEE:

ORDWAY RESEARCH INSTITUTE, INC.
747 PIERCE ROAD
CLIFTON PARK, NEW YORK 12065

SERIAL NUMBER: 09377081

PATENT NUMBER:

FILING DATE: 08/19/1999

ISSUE DATE:

LAZENA MARTIN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

<input checked="" type="checkbox"/> Data Entry	Date By
<input type="checkbox"/> Docket Entry	_____
<input type="checkbox"/> Docket Cross Off	_____
<input type="checkbox"/> Previously Entered	_____
<input type="checkbox"/> No Docketing Req	_____
<input type="checkbox"/> ELITE	_____
<input type="checkbox"/> Annuities	_____

Exhibit G

LICENSE AND ASSIGNMENT AGREEMENT

This License and Assignment Agreement is dated September 17, 2002, and is by and between CLF MEDICAL TECHNOLOGY ACCELERATION PROGRAM, INC., 747 Pierce Road, Clifton Park, New York 12065 ("Licensee") and ORDWAY RESEARCH INSTITUTE, INC., c/o 747 Pierce Road, Clifton Park, New York 12065 ("Licensor").

WITNESSETH

WHEREAS, the Licensor is the owner of the Subject IP as defined below; and

WHEREAS, the Licensor is willing to grant a royalty bearing, exclusive license to Licensee, and assign the Subject IP to Licensee upon the terms and conditions set forth herein; and

WHEREAS, Licensee desires to obtain said exclusive license and assignment of the Subject IP.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

1.1 The term "Subject IP" shall mean all technology, biological materials, compounds, know-how, methods, documents, materials, tests, improvements thereto, and all confidential information related to the items set forth on Schedule "A" hereto which has been researched or developed by Licensor, which is commonly known as Leptin-Related Synthetic Peptides, including any U.S. Patent Application Serial Numbers identified on Schedule "A", together with all applications for patent, or like protection on the Subject IP and all patents or like protection that may in the future be granted on the Subject IP, and any and all substitutions, divisionals, continuations, continuations in part, renewals, reissues, extensions and the like on said applications and patents.

1.2 The term "Licensed Product(s)" shall mean all products or uses that incorporate, utilize or are made with the use of the Subject IP.

2. Grant of License and Assignment.

2.1 The Licensor hereby represents and warrants that it has the sole and exclusive rights to the Subject IP and assigns the Subject IP and grants to the Licensee an exclusive, right and license of the Subject IP to research, develop, test, make, use, patent, protect, import, export, lease, market or sublicense the Subject IP or the Licensed Products.

2.2 Licensee shall have the sole and exclusive ownership rights to any product, device, process or method, whether patentable or unpatentable, arising out of the Subject IP, but which is not directly related to the Subject IP.

2.3 Licensee shall have the sole and exclusive right to determine the methods in which the Subject IP or Licensed Product(s) shall be researched, developed, tested, made, used, sublicensed, marketed, sold or offered for sublicense, including, but not limited to, the selection of which processes or methods shall be used, or the applications or products which will be pursued; provided, however, that Licensee agrees that it will diligently pursue the commercialization of the intellectual property, and that any transactions with respect to the development, testing, licensing, transfer or other realization with respect to such intellectual property shall be made for fair market value.

2.4 Licensor agrees to transfer to Licensee for use by Licensee any background or research material which Licensor presently has in its possession relating to the Subject IP.

2.5 This license constitutes an irrevocable assignment of Licensor's legal and beneficial rights to the

Subject IP and the Licensed Product(s), in accordance with the provisions of this Agreement.

3. Payment.

In order to accommodate the interest of both parties, and in furtherance of the charitable and scientific research purposes of Licensee, payment for the rights conveyed by Licensor under this Agreement to Licensee shall be structured as follows:

3.1 No payments will be due under this Agreement until any Licensed Product(s) arising from the Subject IP are fully developed and brought to market for use by the public.

3.2 Payments to Licensor shall be paid out of the "Net Royalties" from the development of the Subject IP and the Licensed Product(s). "Net Royalties" shall be calculated up to and including the date of any sublicense and shall be defined as the gross royalties which Licensee receives as a result of any sublicense agreements which it enters into for the development, marketing or sale of the Licensed Product(s) or the Subject IP, less the expenses of Licensee incurred in connection with the use, research or development of the Subject IP and the Licensed Product(s), and any intellectual property incentive payments required to be made by Licensee to researchers (which intellectual property incentive payments shall be approved by Licensor). Licensee shall not be responsible for making intellectual property incentive payments for the Grasso matters included in Subject IP and such payments shall not be included in the calculation of Net Royalties. For purposes of calculating Net Royalties, expenses will be allocated to the researchers or programs to which such receipts relate and shall not be pooled or aggregated.

3.3 Licensor shall be entitled to compensation in the amount equal to twenty-five (25%) percent of the Net Royalties received by Licensee for each Licensed Product or other application of the Subject IP.

3.4 Licensee agrees to keep accurate records and books, in accordance with good accounting practice, with respect to the Subject IP and Licensed Product(s), including an account of cost and expenses incurred in obtaining and maintaining patent protection for the Subject IP and the Licensed Product(s), and all costs and expenses incurred in researching, testing and developing the Subject IP and Licensed Product(s); and, all monies or other consideration received by Licensee from the Subject IP or the Licensed Product(s), and all other information necessary for the accurate determination of charges and payments hereunder. Licensee agrees to deliver to Licensor within thirty (30) days following each calendar quarter a report setting forth such details as may be necessary for the accurate determination of charges and payments hereunder and, in the case of payments, to accompany each such report with the payment show to be due by it. Licensee agrees to permit a representative of Licensor, during normal business hours and upon reasonable prior notice, to inspect any records kept by Licensee which are reasonably relevant to a determination of the accuracy of any report required to be rendered to Licensor.

4. Materials.

4.1 Licensee shall be responsible for payment for all reasonable personnel, facilities, and resources as are required to research, test, develop, protect or market the Subject IP and Licensed Product(s), including, but not limited to, persons who have been involved in the research and development of the Subject IP prior to the date of this Agreement.

4.2 After the date of this Agreement, Licensee agrees to pay all costs, incident to United States and foreign applications, patents and like protection, including all costs incurred for filing, prosecution, issuance and maintenance fees as well as any costs incurred in filing continuations, continuations in part, divisionals or related applications and any reexamination or reissue proceedings.

5. Sublicenses and Assignment.

5.1 In connection with the rights conveyed to Licensee hereunder, the parties understand and agree that Licensee is authorized to enter into sublicense or assignment agreements for the development, marketing and distribution of the Subject IP and the Licensed Product(s).

5.2 All sublicenses or assignments granted by Licensee of its rights hereunder shall be subject to the terms of this License and Assignment Agreement, and, except as provided below, Licensee shall obtain the prior written approval from the Licensor, which shall not be unreasonably delayed or withheld, prior to entering into any sublicensing or assignment agreement. Licensee shall be responsible for its sublicenses and assignments and shall not grant any rights which are inconsistent with the rights granted to, and obligations of, Licensee hereunder.

5.3 The parties agree that Licensee may sublicense or assign its rights hereunder to an affiliated or subsidiary organization; provided, however, that such organization must be owned or controlled by Licensee and/or its Trustee and Licensee's responsibilities under this License and Assignment Agreement shall not be extinguished or diminished by virtue of any such sublicense or assignment.

6. Use of Licensor's Name/Public Statements.

6.1 Licensee shall have the right, at its discretion, to publish freely, either in writing or orally, any results of any of the research or testing of the Subject IP.

6.2 Licensee shall furnish the Licensor with a copy of any proposed publication of material described above which has Licensor's name, at least thirty (30) days in advance of the proposed publication or presentation date. Within said thirty (30) day period, Licensor shall review such publication and provide any comments, or its approval, thereof, provided, however, that such comments or approval shall not be unreasonably delayed or withheld.

6.3 Licensee agrees that it will not at any time during this Agreement use the name of Licensor without the prior written consent of Licensor, which consent shall not be unreasonably delayed or withheld.

7. Term and Termination.

7.1 Unless earlier terminated as hereinafter provided, this Agreement shall extend for the life of the last to expire patent issued on the Subject IP or Licensed Product(s) (including any continuations or renewals thereof) and then shall expire automatically.

7.2 In the event of default or failure by Licensee to perform any of the terms, covenants or provisions of this Agreement, Licensor shall provide Licensee with written notice of such default, and provide Licensee with a period of sixty (60) days to correct such default. If such default is not corrected within the said sixty (60) day period, (or, if the default cannot reasonably be cured within said sixty (60) day period, then within such additional time as is reasonable provided that the defaulting party is diligently pursuing and will likely effectuate corrective action and the temporary continued existence of the default does not pose an imminent and material risk of harm to the business, operations or finances of any non-defaulting party), the Licensor shall have the right, at its option, to cancel and terminate this Agreement.

7.3 In the event of an uncured breach by Licensee, and subject to the rights of other parties under any licenses or sublicenses validly entered into by Licensee before notice of such breach is received by Licensee: (a) Licensee shall immediately cease using any of the Subject IP or Licensed Product(s) and return all materials related to same to Licensor; (b) all items of intellectual property transferred or shared pursuant to the terms of the transfer agreement will be returned to Licensor; and (c) Licensee shall immediately cease using any of the Subject IP or Licensed Product(s) and return all materials related to same to Licensor.

8. Governmental Compliance.

Licensee shall at all times during the term of this Agreement comply and cause its sublicensees to comply with all laws that may control the research, testing, development, distribution, marketing or any other activity undertaken pursuant to this Agreement.

9. Confidentiality.

Licensee and Licensor agree to maintain the Subject IP in confidence, and to use the same only in accordance with this Agreement. Such obligation of confidentiality shall not apply to information which the parties can demonstrate:

- 9.1 was at the time of disclosure in the public domain;
- 9.2 has come into the public domain after disclosure through no fault of the parties;
- 9.3 was known to the parties prior to disclosure thereof;
- 9.4 was lawfully disclosed to the parties by a third party which was not under an obligation of confidence to the parties;
- 9.5 which the parties can reasonably demonstrate was independently developed by a party without the use of the Subject IP; or
- 9.6 which the parties shall be compelled to disclose by law or legal process.

The foregoing obligation of confidentiality shall survive termination of this Agreement.

10. Indemnification.

10.1 Each party shall notify the other party of any claim, lawsuit or other proceeding related to the Subject IP of the Licensed Product(s).

10.2 Licensee agrees that it will defend, indemnify and hold harmless the Licensor from and against any and all other claims, causes of action or proceedings filed or otherwise instituted against any of the parties, related directly to or arising out, of the design, process, research, development, testing, manufacture or use by any person or party of the Subject IP or the Licensed Product(s); provided, however, that Licensor shall be solely responsible for resolving any claims, causes of action or proceedings filed or otherwise instituted related directly or arising out of the design, process, research, development, testing, manufacture or use of the Subject IP prior to the date of this Agreement.

11. Notices.

Any notices required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail, return receipt requested, to the addresses of parties as stated herein.

12. Entire Agreement.

This Agreement contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party or parties against whom enforcement of any waiver, change, modification, extension or discharge is sought. This Agreement is binding upon the parties, their heirs, representatives, successors or assigns.

13. Binding Effect.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of parties.

14. Governing Law.


This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to principles of conflict of laws thereof. No provision of this Agreement shall be applied or construed in a manner inconsistent with applicable federal laws and regulations. Any legal actions commenced to enforce any rights or obligations hereunder shall be venued in the County of Albany, State of New York.

15. Headings.

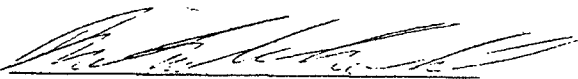
The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this document the day and year first above written.

LICENSOR:
ORDWAY RESEARCH INSTITUTE, INC.

By: 
Paul J. Davis, M.D., Director

LICENSEE:
**CLF MEDICAL TECHNOLOGY ACCELERATION
PROGRAM, INC.**

By: 
Richard C. Liebich, Chief Executive Officer

SCHEDULE "A"

Intellectual Property Descriptions

Leptin related peptides (Dr. Grasso)

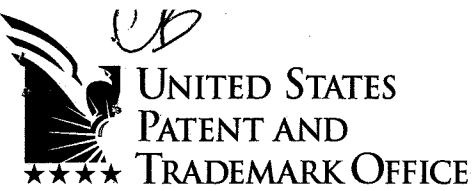
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Leptin related peptides (Dr. Grasso)

SCHEDULE A

Country	Title	Named Inventor(s)	Application Number	Patent No.	Filing Date	Issue Date
US	Leptin-Related Peptides	Grasso	09/377,081	pending	8/19/99	--
AU	Leptin-Related Peptides	Grasso	55759/99	pending	8/20/99	--
CA	Leptin-Related Peptides	Grasso	2340470	pending	8/20/99	--
EP	Leptin-Related Peptides	Grasso	999423263.5	pending	8/20/99	--
PCT	Leptin-Related Peptides	Grasso	PCT/US99/19021	completed	8/20/99	--
US	(D-Leu-4)-OB3 Synthetic Leptin	Grasso	60/335,758	pending	10/31/01	--

Exhibit H



JUNE 20, 2003

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

MINTZ LEVIN COHN FERRIS GLOVSKY & POPEO
IVOR R. ELRIFI, ESQ.
ONE FINANCIAL CENTER
BOSTON, MA 02111



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RECORDATION DATE: 02/10/2003

REEL/FRAME: 013744/0711
NUMBER OF PAGES: 9

BRIEF: LICENSE AND ASSIGNMENT AGREEMENT

ASSIGNOR:

ORDWAY RESEARCH INSTITUTE, INC.

DOC DATE: 09/17/2002

ASSIGNEE:

CLF MEDICAL TECHNOLOGY
ACCELERATION PROGRAM, INC.
747 PIERCE ROAD
CLIFTON PARK, NEW YORK 12065

SERIAL NUMBER: 09377081
PATENT NUMBER:

FILING DATE: 08/19/1999
ISSUE DATE:

SHARON LATIMER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

<input checked="" type="checkbox"/> Data Entry	Done By
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Exhibit I